



**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of:	)	Group Art Unit: 3634
	)	
Clifton Cook	)	Title: ERGONOMIC DUTY BELT
	)	
Serial No.: 10/782,712	)	Attorney Docket: LOWM110
	)	
Filed: 02/18/2004	)	

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**PETITION TO PERMIT FILING UNDER 37 CFR §1.47(b)**

TO: Mail Stop Missing Parts  
Commissioner of Patents  
PO Box 1450  
Alexandria, VA 22313-1450

Dear Commissioner:

The Assignee in the above-referenced case hereby petitions pursuant to 37 CFR §1.47(b) to permit filing of the Oath or Declaration on behalf of a non-signing inventor. Accompanying this Petition is the petition fee of \$130.00 pursuant to 37 CFR §1.17(i).

Background facts for this Petition are as follows:

- (a) From the period starting November 2002 to August 4, 2003, the inventor, Clifton L. Cook, was associated with Tactical Design Labs, Inc. as CEO/President.
- (b) On February 18, 2003, Mr. Cook filed a provisional patent application, serial number 60/448,563, titled Ergonomic Duty Belt.

PETITION TO PERMIT FILING UNDER 37 CFR §1.47(b) - I

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(c) In September 2003, Mr. Cook and Tactical Design Labs, Inc. agreed to terms by which Mr. Cook would cease being involved with Tactical Design Labs, Inc. As part of the settlement Agreement signed in September 2003, Mr. Cook assigned his rights to the provisional patent application described above to Tactical Design Labs. A copy of that Assignment is included with this Petition.

(d) On February 18, 2004, a utility application was filed titled Ergonomic Duty Belt. It claims the Priority of provisional patent application number 60/448,563, titled Ergonomic Duty Belt.

(e) Before the filing of the utility application, which later received the application number 10/782,712 and has the Attorney docket number of LOWM110, Mr. Cook was sent a copy of the utility application. At that time, Mr. Cook indicated that he refused to sign the utility patent application.

(f) The utility patent application included 100% of the information that was found in the provisional application.

(g) A Notice to File Missing Parts of Nonprovisional Application was mailed on May 14, 2004. Mr. Cook was again contacted through his attorney and Tactical Design Labs was unable to obtain his signature.

(h) The application was filed without a Declaration and Power of Attorney for Mr. Cook.

(i) The enclosed petition fee of \$130.00, as required by 37 CFR §1.17(i) is enclosed.

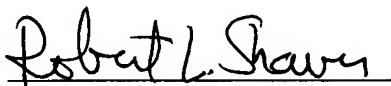
(j) The filing of this application without the Oath or Declaration of Mr. Cook is necessary to preserve the rights of Tactical Design Labs.

(k) Enclosed is the Assignment, signed by Mr. Cook, of his rights to provisional patent application number 60/448,563.

Enclosed is an Oath or Declaration executed by ROBERT L. SHAVER on behalf of the Assignee, Tactical Design Labs, Inc.

If there is an additional problem with this Petition, or if the reviewer has any questions, he is requested to call the Applicant's attorney at the number set forth below.

Respectfully submitted this 14th day of July 2004.

  
ROBERT L. SHAVER  
Reg. No. 42,145  
(208) 345-1122

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## ASSIGNMENT OF INVENTION AND PATENT RIGHTS

I, Clifton L. Cook, of Boise, County of Ada, State of Idaho, for good and valuable consideration received, effective this 3d day of November, 2003, do hereby sell, assign and transfer all right, title and interest in the Developments (as defined below) to Tactical Design Labs, Inc. ("TDL"), for its own use and benefit, and for the use and benefit of its assigns or other legal representatives. For the purpose of this Assignment, Developments means: Provisional Patent Application # 60/448,563 filed February 18, 2003, and titled "Ergonomic Duty Belt."

This Assignment conveys my full and exclusive patent rights in and to the Developments, including, without limitation, any patent applications, and any and all patent rights and letters patent for such inventions in the United States and elsewhere throughout the world, including foreign patent priority rights and the right to apply for patents in foreign countries in my name or in the name of TDL or its assigns, and further including all divisions and continuations of any patent application and of any foreign patent application and all reissues and extensions of patent rights and letters to make, use and sell any invention claimed in a patent for the Developments, all reissue rights, all substitute, divisional and continuing applications, and the right to sue for and recover in TDL's own name and that of its assigns and other legal representatives all remedies of every nature, including, without limitation, rights to injunctive relief, damages, profits, costs and attorney fees, arising out of past or future infringement of the Developments.

I agree that each copyrightable Development authored or created by me during my employment with TDL shall be deemed a "work made for hire" as defined in the U.S. Copyright Act, as amended, and all right, title and interest therein shall vest with TDL. If any copyrightable Development is not considered to be included in the categories of works covered by the "work made for hire" doctrine, such Development shall be deemed to be assigned and transferred completely and exclusively to TDL by virtue of the execution of this Assignment.

I hereby represent my belief that I hold no property rights in any design known as the "modu-track system" or "vertical dove-tail rail system" (hereinafter collectively referred to as "the modu-track system"), and I make no representations or warranties that I am able to convey any right, title or interest in the modu-track system. However, I do hereby release and quitclaim to TDL all of my right, title or interest to the modu-track system.

I hereby covenant that I have the full right to make this Assignment, except as specifically represented regarding the modu-track system, and agree that I will testify in any legal proceeding, sign all lawful papers, execute all lawful divisional, continuation, and reissue patent applications, make all rightful declarations or oaths, and do everything lawfully possible to aid TDL and its assigns to obtain and enforce proper patent protection or other intellectual property protection for the Developments in the United States or any foreign country.

I further agree as follows:

(a) This Assignment supersedes all prior agreements, written or oral, between me and TDL relating to the subject matter of this Assignment. This Assignment will be binding upon my heirs, executors and administrators and will inure to the benefit of TDL and its assigns or other legal representatives.

(b) This Assignment is governed by the laws of the State of Idaho, without giving effect to conflict of laws provisions.

(c) If any provision of this Assignment is found to be unenforceable, the unenforceable provision shall be deemed modified to the extent necessary for enforceability and shall not otherwise be invalidated.

IN WITNESS WHEREOF, I have executed this Assignment this 3d day of November, 2003, to be effective on the date first written above.

  
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Clinton L. Cook



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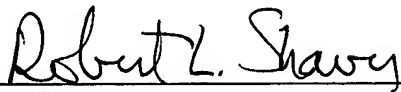
**DECLARATION OF ROBERT L. SHAVER**

1. My name is Robert L. Shaver.
2. I represent Tactical Design Labs in matters of Intellectual Property, including patents and trademarks.
3. I worked with Cliff Cook when he was involved with Tactical Design Labs and was aware that a settlement agreement was reached between Tactical Design Labs and Mr. Cook at the time of his separation from the company.
4. I became aware that part of this separation agreement between Mr. Cook and Tactical Design Labs was an assignment of Mr. Cook's rights to Tactical Design Labs of his provisional patent application no. 60/448,563.
5. I prepared a utility application based on Mr. Cook's provisional application no. 60/448,563, and sent a copy for review and signature to Mr. Cook. I was informed through his attorney that he would not sign the application.
6. I filed the application with an Oath/Declaration from the inventor, which became application number 10/782,712 on February 18, 2004.
7. After receiving the Notice to File Missing Parts of Nonprovisional Application, I again contacted Mr. Cook's attorney, and have been unable to obtain a signature from Mr. Cook.

8. The granting of this petition and the filing of the Oath or Declaration by the Assignee is necessary to preserve the rights of the Assignee, and/or to prevent irreparable damage.

9. The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration, declares that the facts set forth in this application are true; all statements made of his own knowledge are true; and all statements made on information and belief are believed to be true.

Dated this 14<sup>th</sup> day of July 2004.

  
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ROBERT L. SHAVER  
Reg. No. 42,145